

APPENDIX F

RECORD OF ACTION
IN LIEU OF 1991 ANNUAL MEETING OF DIRECTORS
OF LAKE BROADCASTING, INC. DECEMBER 15, 1991

We, the undersigned, being all the Directors of Lake Broadcasting, Inc., a Missouri corporation ("the Corporation"), acting pursuant to R.S.Mo. §351.340, do hereby adopt the following resolutions:

RESOLVED, that the Officers of the Corporation to serve until their successors are elected and have qualified are as follows: Michael S. Rice, President and Treasurer; Kenneth W. Kuenzie, Vice President; Janet P. Cox, Vice-President and Dennis J. Klautzer, Secretary.

FURTHER RESOLVED, that pending resolution of certain cases pending this date, in which Michael S. Rice is defendant, effective April 3, 1991, Mr. Rice has no managerial, policy, or consultative role in the affairs of Contemporary Media, Inc. Mr. Rice shall be completely insulated and excluded from any involvement in the managerial, policy, and daily decisions of the licensed stations and construction permits held by this Corporation. In consultation with Vice President and Director, Kenneth W. Kuenzie, general manager Daniel Leatherman, as appropriate shall supervise the managerial and policy decisions as well as day to day operations of this Corporation's built and unbuilt radio stations.

WHEREAS, the Board of Directors of Lake Broadcasting, Inc. believes it to be in the best interests of the Corporation to enter into an agreement for repayment of loan to Michael S. Rice in which Kenneth W. Kuenzie and Dennis J. Klautzer agree to guarantee said repayment of loan to Michael S. Rice in the amount of \$203,920.26 upon the terms and conditions set forth in the Loan Agreement attached hereto and incorporated by reference herein; and

WHEREAS, after review of the said Loan Agreement, the Board of Directors believes the Loan Agreement to be fair and reasonable to the Corporation; and


WHEREAS, the board of Directors is fully aware that Michael S. Rice, a member of the Board of Directors of the Corporation, will be the creditor under the Loan Agreement and the Corporation will be the debtor with Dennis J. Klautzer and Kenneth W. Kuenzie serving as guarantors of the loan, such having been fully disclosed to and known to the Board of Directors of the Corporation and each of the Directors thereof.

RESOLVED, that the Board of Directors hereby authorizes, approves and ratifies the Loan Agreement with Michael S. Rice with Dennis J. Klautzer and Kenneth W. Kuenzie serving as guarantors, by the affirmative vote of Kenneth W. Kuenzie, who constitutes the majority of disinterested members of the Board of Directors of the Corporation, and that the Vice President of the Corporation be and is hereby authorized and directed in the name and on behalf of the Corporation to execute, acknowledge, seal and deliver the Loan Agreement and do and perform all other acts necessary and proper in connection therewith.


FURTHER RESOLVED that the General Business statement is approved.

FURTHER RESOLVED that Daniel Leatherman is retained as manager for Lake Broadcasting, Inc.

IN WITNESS WHEREOF, the undersigned Directors have executed this Record of Action, which shall have the same force and effect as the unanimous vote of the Board of Directors of the Corporation in favor of the aforesaid Resolutions at the 1991 Annual Meeting as of the day and year first above written.



Michael S. Rice (non-participating
in vote)



Kenneth W. Kuenzie

APPENDIX G

ROSENMAN & COLIN

1300 19TH STREET, N.W., WASHINGTON, D.C. 20036

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NEW YORK OFFICE
575 MADISON AVENUE
NEW YORK, NY 10022-2585
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SAMUEL I. ROSENMAN (1896-1973)
RALPH F. COLIN (1900-1985)

SPECIAL COUNSEL
JEROLD L. JACOBS

June 14, 1991

BY HAND DELIVERY*

Ms. Donna R. Searcy, Secretary*
Federal Communications Commission
Washington, D.C. 20554

RECEIVED

JUN 14 1991

Re: **Lake Broadcasting, Inc.**
Station KFXE(AM), Camdenton, Missouri
File No. BMP-900328AI
STATEMENT PURSUANT TO SECTION 1.65

Federal Communications Commission
Office of the Secretary

Dear Ms. Searcy:

Transmitted herewith on behalf of our client, Lake Broadcasting, Inc. ("Lake"), permittee of Station KFXE(AM), Camdenton, Missouri, are an original and two (2) copies of a "Statement Pursuant to Section 1.65 of the Rules" ("Statement"), which should be associated with the above-referenced pending major modification application.

Lake became permittee of Station KFXE as a result of an assignment application that the Commission granted on April 11, 1988 (File No. BAP-880112EB). Lake's "Statement" reports that certain representations in its original assignment application are no longer accurate, due to the present pre-adjudication "pendency" of certain criminal matters against a Lake principal.

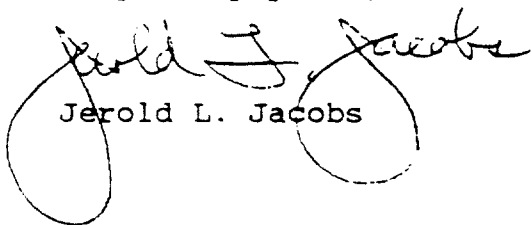
As reported in Lake's assignment application in 1988, it is still accurate that there has been no "adverse finding" or "adverse final action taken" against any Lake principal by any court or administrative body involving "any felony". However, out of an abundance of caution and in light of the Commission's recent clarifications of its policy concerns about licensees' non-FCC conduct, as expressed in Policy Statement and Order, 5 FCC Rcd 3252 (1990), recon. granted in part, FCC 91-146, released May 24, 1991, Lake believes that it is now appropriate to report the present pre-adjudication "pendency" of certain criminal matters against a Lake principal, thereby updating Question 4(b) of Lake's previous assignment application.

Federal Communications Commission
June 14, 1991

Since this updating does not pertain to any question in Lake's pending major modification application, it is being provided in the form of a statement pursuant to Section 1.65 of the Rules, rather than as an "amendment" to Lake's pending application.

Please direct any inquiries or communications concerning this matter to the undersigned.

Very truly yours,



Jerold L. Jacobs

Enc.

cc: James Burtles, Chief, AM Branch (FCC - By Hand)
Peter Rubenstein, Esq., Supv. Attorney (FCC - By Hand)
Jackie Whitley (FCC - By Hand)

Lake Broadcasting, Inc.
Station KFXE(AM)
Camdenton, MO
FCC Form 301
Major Modification App.
File No. BMP-900328AI

STATEMENT PURSUANT TO SECTION 1.65 OF THE COMMISSION'S RULES

Lake Broadcasting, Inc. ("Lake") became permittee of Station KFXE(AM), Camdenton, Missouri, as a result of the Commission's April 11, 1988 grant of an assignment of the construction permit from Osage Broadcasting to Lake (File No. BAP-880112EB).

Questions 4(a) and (b) of Section II of the Assignee's portion of the Camdenton assignment application (FCC Form 314) asked:

"Has an adverse finding been made, adverse final action taken...by any court or administrative body as to the applicant or any party to the application in any civil or criminal proceeding...related to the following: any felony..." [and] "Is there now pending in any court or administrative body any proceeding involving any of the matters referred to in 4(a)?"

As Lake's President, Michael S. Rice signed the Assignee's portion on January 11, 1988, and correctly answered both questions "No".

As of this writing, it is still completely correct that there has been no "adverse finding" or "adverse final action taken" against any Lake principal by any court or administrative body involving "any felony". However, out of an abundance of caution and in light of the Commission's recent clarifications of its policy concerns about licensees' non-FCC conduct, as expressed in Policy Statement and Order, 5 FCC Rcd 3252 (1990), recon. granted in part, FCC 91-146, released May 24, 1991, Lake believes that it is now appropriate to report to the Commission the present pre-

adjudication "pendency" of certain criminal matters against a Lake principal, thereby updating Question 4(b) of Lake's previous assignment application. Since this updating does not pertain to any question in Lake's pending major modification application, it is being provided in the form of a statement pursuant to Section 1.65 of the Rules, rather than as an "amendment" to Lake's pending application.

In August 1990 Michael S. Rice, Lake's President, was interviewed by local police in St. Charles County, Missouri, concerning alleged criminal conduct occurring in the city of St. Charles, where Mr. Rice then had his broadcast business offices.¹ Then, on August 29, 1990, Mr. Rice was arrested, based on police "information and belief" that felonious criminal conduct had occurred, but he was released on \$1500 bond, the police did not formally charge him, and Mr. Rice believed that the matter had been dropped.

Mr. Rice was re-arrested, again based on police "information and belief," on November 21, 1990. This time formal proceedings

¹ Mr. Rice is the President, Treasurer, and 67.5% owner of Lake, which is the licensee of Station KBMX(FM), Eldon, Missouri, and the permittee of Stations KFXE(AM), Camdenton, Missouri, and KXIY(FM), Cuba, Missouri. He is also the President, Treasurer, a Director, and 100% owner of Contemporary Media, Inc., licensee of Stations WBOW(AM) and WZZQ(FM), Terre Haute, Indiana. In addition, Contemporary Media, Inc. is the 100% owner of Contemporary Broadcasting, Inc., which is the licensee of Station KFMZ(FM), Columbia, Missouri, and the permittee of Station KTDI(FM), Huntsville, Missouri, and Mr. Rice is President, Treasurer, and a Director of Contemporary Broadcasting, Inc. Although Mr. Rice used to spend time at all of these locations, until recently his headquarters office was in St. Charles, Missouri. It is now located nearby in St. Peters, Missouri, but the mailing address remains P.O.B. 459, St. Charles, Missouri.

were initiated. Mr. Rice was again released on bond, but he was bound over to the Associate Judge Division of the Circuit Court of St. Charles County for a preliminary hearing, which took place on March 21, 1991. At the March 21 hearing, the Associate Judge found probable cause that the alleged crimes (described below) had been committed, and the Judge certified the cases for arraignment in the Circuit Court. Mr. Rice was formally charged on April 1, 1991.

However, prior to any further action being taken, all proceedings were stayed by the Court pending a court-ordered psychiatric examination of Mr. Rice. Mr. Rice was admitted to a mental hospital for that examination on April 3, 1991, he has been continuously confined there, and his confinement and examination will continue through July 1991. At the end of that period, a psychiatric report will be issued to the Court concerning: (a) Mr. Rice's ability to assist in his defense; and (b) whether Mr. Rice was cognizant of the meaning of the criminal acts that he allegedly committed at the time that he allegedly committed them.

Thus, the charges against Mr. Rice are still presently pending in the Associate Judge Division of the Circuit Court of St. Charles County, because they have been certified to the Circuit Court but that certification has been stayed. There are three separate groups of charges:

(1) Circuit Court Case No. CR190-1787FX - three counts involving a juvenile identified as CZ, wherein Mr. Rice is alleged to have committed the Class C felony of deviate sexual assault in

the first degree (two counts) and deviate sexual assault in the second degree (one count);²

(2) Circuit Court Case No. CR191-318FX - two counts involving a juvenile identified as KM, wherein Mr. Rice is alleged to have committed the Class C felony of deviate sexual assault in the first degree; and

(3) Circuit Court Case No. CR191-2154FX - three counts involving a juvenile under the age of 14 identified as MCF, wherein Mr. Rice is alleged to have committed sodomy, a Class B felony.³

Since Mr. Rice's hospitalization on April 3, 1991, he has had absolutely no managerial, policy, or consultative role in the affairs of the three broadcast corporations in which he has ownership interests and officer positions (see note 1). In other words, pending a resolution of the referenced criminal charges, Mr. Rice is being completely insulated and excluded from any involvement in the managerial, policy, and day-to-day decisions involving any of the four licensed stations and three construction permits held by the three corporations. Instead, and most importantly, all such decisions are being made, and the four operating stations are being run, in a collegial manner by a combination of corporate officers and skilled and experienced professional employees.

Thus, Ms. Janet Cox, a trained accountant, has served as Mr. Rice's very able executive assistant for more than seven years, and

² The potential penalty upon conviction for a first degree Class C felony is imprisonment from one day to seven years.

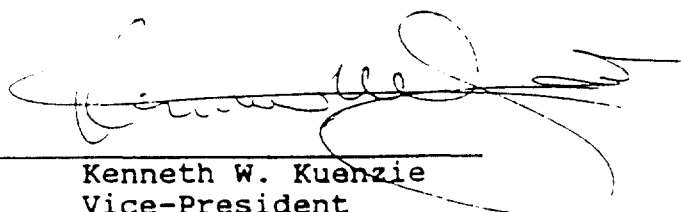
³ The potential penalty upon conviction for a Class B felony is imprisonment for five to 15 years.

she has been an acting Vice-President of Contemporary Media, Inc. and Contemporary Broadcasting, Inc. since at least June 1990. In these dual roles, and in consultation with Vice-President and Director Malcolm R. Rice, Ms. Cox supervises the managerial and policy decisions and day-to-day operations of Stations WBOW and WZZQ, in conjunction with Mr. Tom Lawrence, the stations' General Manager. Similarly, Ms. Cox supervises the managerial and policy decisions and day-to-day operations of Station KFMZ(FM), in conjunction with Mr. Richard Hauschild, the Station Manager, and in consultation with Vice-President Malcolm R. Rice. Finally, as to Lake's Station KBMX(FM), Ms. Cox supervises the managerial and policy decisions and day-to-day operations in conjunction with Mr. Dan Leatherman, General Manager, and in consultation with Vice-President Kenneth W. Kuenzie.

In addition, the above-described collegial managerial and policy procedures also apply to unbuilt Stations KTDI(FM), KXIY(FM), and KFXE(AM).

Lake will continue to update the Commission on the status of Mr. Rice's criminal proceedings as events unfold.

Dated: June 11, 1991



Kenneth W. Kuenzie
Vice-President
Lake Broadcasting, Inc.

ECC/MELLON, MAY 15 1992

RETURN COPY

ROSENMAN & COLIN

1300 15TH STREET, N.W., WASHINGTON, D.C. 20036

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SAMUEL I. ROSENMAN (1896-1973)
RALPH F. COLIN (1900-1985)

May 14, 1992

SPECIAL COUNSEL
JEROLD L. JACOBS

BY FEDERAL EXPRESS*

Federal Communications Commission*
c/o Mellon Bank
Three Mellon Bank Center
525 William Penn Way
27th Floor, Room 153-2713
Pittsburgh, PA 15256

ATT: WHOLESALE LOCKBOX SHIFT SUPERVISOR

**Re: Contemporary Broadcasting, Inc.
Station KTDI(FM), Huntsville, Missouri
Permit File No. BPH-910801JP
FCC Form 307 Construction Permit Extension**

Dear Sir/Madam:

Transmitted herewith on behalf of our client, Contemporary Broadcasting, Inc. ("Contemporary"), permittee of Station KTDI(FM), Huntsville, Missouri, are an original and one (1) copy of an application on FCC Form 307 for a six-month extension of time to construct the referenced station facilities. Its present construction permit expires on June 18, 1992.

Also enclosed is a check in the amount of \$200.00 to cover the requisite filing fee

Please note that an additional "RETURN" copy of this application is enclosed herewith to be date-stamped by the Commission upon receipt and returned to the undersigned in the enclosed self-addressed envelope.

Exhibit 1 of Contemporary's application sets forth how it reasonably forbore from constructing its authorized facilities while it awaited Commission action on a related FM channel rulemaking proceeding (MM Docket No. 90-527). Even though Contemporary's Class C2 upgrade request has now been granted, the change in the FM Table of Allotments does not become effective until May 15, 1992, and Contemporary is obliged to file a minor

Federal Communications Commission
May 14, 1992
Page 2

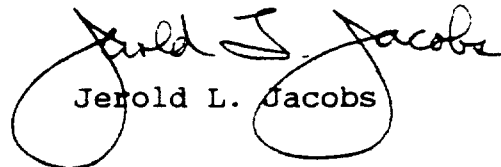
modification application to effectuate its upgraded allotment between May 15 and August 13, 1992. Thus, at the present time, Contemporary is effectively foreclosed by the Commission's rules and policies from building either its presently authorized Class A facility or its to-be-authorized Class C2 facility.

Under these circumstances, Contemporary submits that, under §73.3534(b)(3) of the Commission's Rules, its inability to make construction progress during the last six months has been due to reasons clearly beyond its control. Accordingly, Contemporary respectfully requests a second six-month extension of its Huntsville construction permit.

Exhibit 2 of the subject application updates Contemporary's last report to the Commission concerning the pre-adjudication pendency of certain criminal matters against a Contemporary principal.

Please direct any inquiries or communications concerning this matter to the undersigned.

Very truly yours,


Jerold L. Jacobs

Enc.

cc: Dennis Williams, Chief, FM Branch (FCC - By Hand)
Charles J. Iseman, Esq., Supv. Attorney (FCC - By Hand)
(all w/enc.)

APPLICATION FOR EXTENSION OF BROADCAST CONSTRUCTION
PERMIT OR TO REPLACE EXPIRED CONSTRUCTION PERMIT
(CAREFULLY READ INSTRUCTIONS ON BACK BEFORE COMPLETING)

For Commission Use Only

File No.


1. Legal Name of Applicant (See Instruction C) Contemporary Broadcasting, Inc. *		3. PURPOSE OF APPLICATION: <input checked="" type="checkbox"/> a. Additional time to construct broadcast station <input type="checkbox"/> b. Construction permit to replace expired permit							
2. Mailing Address (Number, street, city, state, ZIP code) 222 Indacom Drive St. Peters, Missouri 63376		4. IDENTIFICATION OF OUTSTANDING CONSTRUCTION PERMIT: <table border="1"><tr><td>File Number BMPH-910801JP</td><td>Call Letters KTDI (FM)</td></tr><tr><td>Frequency 92.5 MHz</td><td>Channel No. 223A</td></tr><tr><td colspan="2">Station Location Huntsville, Missouri</td></tr></table>		File Number BMPH-910801JP	Call Letters KTDI (FM)	Frequency 92.5 MHz	Channel No. 223A	Station Location Huntsville, Missouri	
File Number BMPH-910801JP	Call Letters KTDI (FM)								
Frequency 92.5 MHz	Channel No. 223A								
Station Location Huntsville, Missouri									
Telephone No. (Include Area Code) (314) 928-6569									
5. OTHER: Submit as Exhibit No. <u>n/a</u> a list of the file numbers of pending applications concerning this station, e.g., major or minor modifications, assignments, etc.									
6. EXTENT OF CONSTRUCTION: (a) Has equipment been delivered? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If NO, answer the following: From Whom Ordered (If no order has been placed, so indicate) See Exhibit 1 Date Ordered See Exhibit 1 Date Delivery Promised See Exhibit 1 (b) Has installation commenced? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES, submit as Exhibit No. _____ a description of the extent of installation and the date installation commenced. (c) Estimated date by which construction can be completed. See Exhibit 1									
7. (a) If application is for extension of construction permit, submit as Exhibit No. <u>1</u> reason(s) why construction has not been completed. (b) If application is to replace an expired construction permit, submit as Exhibit No. _____ the reason for not submitting a timely extension application, together with the reason(s) why construction was not completed during the period specified in the construction permit or subsequent extension(s).									
8. Are the representations contained in the application for construction permit still true and correct? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If NO, give particulars in Exhibit No. <u>2</u>									

The APPLICANT hereby waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

The APPLICANT acknowledges that all the statements made in this application and attached exhibits are considered material representations and that all the exhibits are a material part hereof and are incorporated herein as set out in full in the application.

CERTIFICATION

I certify that the statements in this application are true and correct to the best of my knowledge and belief, and are made in good faith.

Legal Name of Applicant Contemporary Broadcasting, Inc.	Signature  Janet Cox
Title Vice-President	Date 5-13-92

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT.

*cc: Howard J. Braun, Esq., U.S. CODE, TITLE 18, SECTION 1001.
Suite 200, Washington, D.C. 20036
Rosenman & Colin, 1300 -19th St., NW
FCC 307

Contemporary Broadcasting, Inc.
Station KTDI(FM) Huntsville, MO
Permit File No. BMPH-910801JP
FCC Form 307
EXHIBIT 2

REPRESENTATIONS IN ORIGINAL APPLICATION THAT ARE NO LONGER
"TRUE AND CORRECT" (FCC FORM 307, Q. 8)

In its first construction permit extension application (File No. BMPH-910801JP), Contemporary Broadcasting, Inc. ("Contemporary"), permittee of Station KTDI(FM), Huntsville, Missouri, referred the Commission to a "Statement Pursuant to Section 1.65 of the Commission's Rules" ("Statement"), which Contemporary filed on June 21, 1991. There, Contemporary reported to the Commission the pre-adjudication "pendency" of certain criminal matters against Michael S. Rice, Contemporary's President, thereby updating Question 12(b) of Contemporary's original construction permit application. Contemporary also undertook to "continue to update the Commission on the status of Mr. Rice's criminal proceedings as events unfold" ("Statement" at 5). This Exhibit is for update purposes.

There has been no change in Mr. Rice's status with Contemporary or in the status of the proceedings against him since Contemporary's December 3, 1991 letter to Stuart B. Bedell, Assistant Chief, Audio Services Division, which supplemented Contemporary's first construction permit extension request for Station KTDI. Mr. Rice is no longer hospitalized, but he continues to be treated by his physicians as an outpatient, and he continues to have no managerial or policy role in the affairs of the three broadcast corporations (including Contemporary) in which he has

ownership interests and corporate positions (see "Statement" at n. 1). Ms. Janet Cox, a Vice President of Contemporary, continues to make all policy decisions pertaining to unbuilt Station KTDI, in consultation with Vice-President Malcolm R. Rice. There has not yet been a preliminary hearing on the two new sets of charges against Mr. Rice which were reported on December 3, 1991, and no further court proceedings have been scheduled on the three previous sets of charges.

APPENDIX H

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of the 1st day of June, 1991 by and between Contemporary Media, Inc. and Contemporary Broadcasting Corporation (the "Company"), and Janet Cox, a resident of St. Peters, Missouri (the "Employee").

WITNESSETH:

WHEREAS:

- (1) Employee currently is employed by the Company in an executive capacity;
- (2) Employee possesses certain unique and valuable knowledge, skills and experience concerning the radio broadcast business;
- (3) The Company desires to retain and secure the continued services of Employee; and to induce Employee to continue with the Company and ensure the retention of her services for the Company, the Company has offered to employ Employee upon the terms set forth below;
- (4) Employee is willing and desires to accept employment with the Company upon the terms hereinafter described.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Employment. The Company hereby employs Employee, and the Employee hereby accepts employment with the Company, upon and subject to the terms of this Agreement.
2. Duties. The Employee is employed as Chief Executive Officer of the Company. As Chief Executive Officer, Employee shall control and manage the operations of the Company and perform and have such other executive duties as are customarily assigned to the Chief Executive Officer of a corporation. Employee only shall report to the Board of Directors of the Company. Employee will devote reasonable time and attention to the Company's business and perform her duties to the best of her ability.

Employee shall be furnished personal secretarial and other administrative support, and an office in St. Peters, Missouri with furnishings and appointments, consistent with that provided the existing President. Employee shall not be required to relocate her residence outside St. Charles County, nor be required by virtue of her employment or employment duties to so relocate or to expend substantial amounts of work time (i.e., more than __ weeks per __) outside the St. Louis area. Employee shall be entitled to reasonable notice of, and have the right to attend, any shareholder or director meetings.

3. Term. The term of this Agreement shall be for a period of ten (10) years, commencing June 1, 1991, and ending May 31, 2001; provided, however, that on May 31, 2001, this Agreement automatically shall be renewed for a period of 5 years upon the same terms unless either party gives written notice of termination to the other prior to June 1, 2000 but after June 1, 1999. Notwithstanding the above, Employee may be terminated prior to the expiration of the term of this Agreement for gross misconduct, repeated failure to perform the material duties of her position (other than by reason of disability) which continues after the Company gives written notice to the Employee concerning such failures, or breach of fiduciary duty involving personal profit to the Company's detriment.

Upon termination of employment, Employee only will be entitled to receive the compensation accrued but unpaid as of the date thereof.

4. Compensation. Employee will receive the following compensation and benefits during the term of this Agreement.
- (a) Employee's initial base salary will be \$57,500. Thereafter, on each June 1 during the term, Employee's base salary will be increased by the percentage which the Consumer Price Index (All Cities, All Urban Consumers) increased from June 1 of the prior year to such June 1 date, and by such other amount as the Board of Directors may determine in recognition of Employee's performance. The Board will evaluate Employee's performance for purposes of determining an increase on an annual basis during the term.
 - (b) Employee will be entitled to receive an annual bonus equal to 2 % of the net profit of the Company, as determined according to generally accepted accounting principles consistently applied, but excluding therefrom attorney's fees, health care and executive medical care plan expenses for Michael Rice, any increases in Michael Rice's salary after this date (other than for increases in CPI), and any loans or other expenses relating to his personal care, treatment, and/or representation. This bonus will be paid as soon as practical (but no more than 15 days) after the end of each calendar year coming within the term and after the Company's financial statements for such year are issued. The Company will prepare and cause all such financial statements to be issued in a timely manner.
 - (c) Employee will receive health insurance coverage equal to that currently provided, and be entitled to participate in any executive medical plan adopted by the Company up to a maximum benefit of \$25,000, subject to increases commensurate with that provided to any other participant in such plan.
 - (d) Employee will be entitled to the use of an automobile of her choosing (but not of significantly greater status than her present automobile), and the Company will maintain and repair the same, pay all taxes and

license fees therefor, and reimburse Employee for all operating expenses incurred for business purposes.

- (e) Employee will be entitled to participate in any pension, health care, retirement, profit sharing, life, severance, salary continuance, disability, or other employee benefit or welfare benefit plan, program or policy from time to time in effect and applicable to any other Company employee of equal or lesser status within the Company.
- (f) Employee shall be entitled to reimbursement for all reasonable and necessary business expenses incurred by Employee, subject to budgetary limitations.
- (g) Employee shall be entitled to 4 weeks paid vacation per year, (to be taken at times which do not unreasonably conflict with Company operations), all Company holidays, and reasonable allowances for time off due to illness or injury.

5. Change of Control. In the case of a Change of Control (hereinafter defined) the Employee shall have the following rights:

- (a) An option to purchase from the Company an amount of shares of the Company from outstanding but unissued shares (which shall be issued upon execution of this Agreement), such number of shares as will cause Employee to own 25% of the Company's shares. This option shall be exercisable at Employee's option in up to 3 increments over a 3 year period. The option price shall be equal to the lesser of the stocks fair market or book value.
- (b) The Employee may terminate this Agreement for "Good Reason", in which case her then current salary, bonus and benefits will continue for a period of 3 years, but Employee shall have no further duties or obligations under this Agreement, nor any mitigation obligation. For purposes of this Agreement, "Good Reason" means any good faith determination that the Company has failed to comply with any provision of Section 2 or 3 (other than an immaterial failure not in bad faith which is removed promptly after notice thereof is given to the Company), any purported termination of the Agreement otherwise than as expressly permitted by this Agreement, or Employee's written election to discontinue her employment at any time prior to 180 days after she learns of a Change of Control. In the case of any transaction whereby either Company transfers all or substantially all its assets, Employee shall be entitled at her option, to receive the value of such salary, bonuses and benefits in a lump sum (with bonuses and benefits to be based upon the highest bonuses and benefits in the 3 prior contract years).

For purposes of this Agreement, "Change of Control" means (a) the acquisition by any individual, entity or group (within the meaning of the Securities Exchange Act of 1934) of beneficial ownership of a

majority of the outstanding shares of either Company, or of a majority of the combined voting power of the outstanding voting securities of either Company entitled to vote in the election of directors, (b) Individuals who as of this date constitute the Board of Directors of either Company cease to constitute a majority of the Board of Directors of such Company (or any company resulting from any merger, liquidation, asset, sale, reorganization, or consolidation); (c) approval by the shareholders of either Company of any reorganization, merger, consolidation, liquidation or sale unless more than 50 percent of the then outstanding shares of the corporation resulting from such transaction and 50 percent of the combined voting power of the voting securities of such corporation is immediately after such transaction owned by all or substantially all the persons and individuals who were the beneficial owners of such Company's shares and voting securities immediately prior to such transaction in substantially the same proportion of ownership as immediately prior to such transaction.

6. Entire Agreement. This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof, and supersedes any prior oral or written communications or agreements between the parties concerning such subject matter. Neither this Agreement nor any of its terms may be waived, amended, added to or changed except in a writing signed by both parties.
7. Notice. Any notice required by this Agreement or in connection therewith shall be in writing and either personally delivered to the other party or mailed or federal expressed to the other party at their respective addresses listed below or such changed address as either party may advise the other of by written notice. Notice shall be effective upon the earlier of receipt or the date the same is so mailed or expressed, postage/fees prepaid and properly addressed.

If to the Company:

If to the Employee:

8. Miscellaneous. This Agreement shall be governed by and construed according to the laws of the State of Missouri. The Company will pay the reasonable costs and attorney's fees incurred by Employee to draft, prepare and negotiate this Agreement. The person signing the Agreement on the Company's behalf represents that he has the right, power and authority, and has been duly authorized by the Company, to execute and enter into this Agreement on the Company's behalf. If Employee dies, the salary payments called for by the

Agreement will continue and be paid to Employee's designated beneficiary for a period of 3 years from the date of death or the end of the term, whichever first occurs. This Agreement shall be binding upon each party's respective successors and assigns, provided, however, that neither party shall have the right to assign this Agreement without the other's express prior written consent.

IN TESTIMONY WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CONTEMPORARY MEDIA, INC.

By Malcolm R. Rice

CONTEMPORARY BROADCASTING
CORPORATION

By Malcolm R. Rice

Janet Cox
Janet Cox

DECLARATION OF JANET COX

I, Janet Cox, hereby declare:

1. I have reviewed the foregoing Exhibit entitled,
"Testimony of Janet Cox".

2. The statements contained therein are true and correct
to the best of my knowledge, information and belief.

I declare under penalty of
perjury that the foregoing is
true and correct. Executed on
March¹, 1996

Janet Cox
Janet Cox